CONTRACTS—RATIFICATION—VINCULIS.—The plaintiff corporation was induced by the fraudulent representations of the defendant to enter into a contract for the purchase of an oil lease at several times its value. In good faith the plaintiff repeated the representations of the defendant to the purchasers of its stock. Then, with full knowledge of the fraud, it ratified the contract, being compelled to do so by the fear of financial ruin and the possible criminal prosecution of its officers. *Held,* equity will compel the defendant to rescind the contract or it will issue a decree abating the purchase price. *Barnett Oil & Gas Co.* v. *New Martinville Oil Co.* (D. C. N. D. W. Va. 1918) 254 Fed. 481.

In general, a voidable contract becomes binding when ratified with full knowledge of the attending facts. 1 Pomeroy, Equit. Remedies § 689; *Brown* v. *Worthington* (1912) 162 Mo. App. 508, 142 S. W. 1082. However, the same circumstances that make a contract voidable, as fraud, duress, or undue influence, if present at the time of ratification, prevent such ratification from being effective. *Voorhess* v. *Campbell* (1916) 275 Ill. 292, 114 N. E. 147; *Eureka Bank* v. *Bay* (1913) 90 Kan. 506, 135 Pac. 584. Formerly, the defence of legal duress was only allowed in a very limited number of cases. But by modern law legal duress is established by the proof of force applied, or threatened to be applied, on one's person or property. *Smithwick* v. *Whilley* (1910) 152 N. C. 369, 67 S. E. 913; see *French* v. *Shoemaker* (1871) 81 U. S. 314. In the absence of any threat, or of the application of force, no case of legal duress is made out. See *Goodrum* v. *Merchants, etc., Bank* (1912) 102 Ark. 326, 144 S. W. 198. Nevertheless, the situation in the principal case is such that the plaintiff should be relieved. A ratification should not be effective unless the defrauded party had a fair opportunity to decide upon an affirmance. *Buford* v. *Louisville & N. R. R.* (1884) 82 Ky. 286. In the principal case the plaintiff did not have such an opportunity until it had recovered from the financial difficulties caused by the defendant's fraud, but stood, as sometimes expressed, *in vinculis.* Pomeroy, *op. cit.* § 948. It is submitted that relief was properly granted. *Buford* v. *Louisville & N. R. R., supra;* Pomeroy, *op. cit.* § 948; *cf. Neilson* v. *McDonald* (N. Y. 1882) 6 Johns. Ch. 201.

DAMAGES—EXPENSES INCURRED TO MITIGATE.—LIBEL.—The plaintiff corporation seeks to recover, as part of its damages, costs incurred in publishing denials of the truth of a libel. *Held,* this allegation should not be stricken from the complaint because the party injured by a libel may do what is reasonably calculated to mitigate the loss at the expense of the defendant. *Den Norske Americkalinje Actiesselakabet* v. *Sun Printing & Pub. Ass'n* (Ct. App. N. Y. March 4, 1919).

In New York a corporation can be the object of a libel when the publication is of a character likely to occasion pecuniary injury. *Union Ass'n. Press Co.* v. *Heath* (1900) 49 App. Div. 247, 63 N. Y. Supp. 96; see *Reporters' Ass'n. of America* v. *Sun Print. & Pub. Ass'n.* (1906) 186 N. Y. 437, 440, 79 N. E. 710. The instant case rightly assumes that to accuse a steamship company of aiding the enemy of the United States would naturally cause the loss of business. The question then arises as to what will be the measure of damages. Where a wrongdoer, by his negligence, causes injury to the person, *Texas & Pac. Ry.* v. *White* (1900) 101 Fed. 928; Sedgwick, Damages (9th ed.)

§ 214a, or property, Sedgwick, *op. cit.* § 214b, of another, the courts agree that the injured party cannot recover for consequences which he might by reasonable effort have avoided or mitigated. On the other hand, he may recover any expenses incurred in their mitigation. Sedgwick, *op. cit.* § 226a *et seq; Southern H. & S. Co.* v. *Standard E. Co.* (1908) 158 Ala. 596, 48 So. 357. A distinction has been drawn between negligent and wilful tort. There are decisions permitting the plaintiff to recover in full for a wilful tort, notwithstanding that no effort was made to arrest the damage, *Heaney* v. *Heeney* (1846) 2 Den. 625; *Athens Mfg. Co.* v. *Rucker* (1887) 80 Ga. 291, 295, 4 S. E. 885, because, it would seem, although the injury done by a negligent or wilful wrong may be the same in extent, policy varies the liability. The reason for the distinction is doubtless an inclination to exact the payment of greater damages from the wilful wrongdoer, see *Satterfield* v. *Rowan* (1889) 83 Ga. 187, 191, 9 S. E. 677, and it should not result in depriving an injured party of the power to charge a wilful wrongdoer with the expenses of mitigation. Damages are never certain of collection, and are often inadequate as compensation, so the injured party will generally be prompted to mitigate the damage caused. If he could not recover the expenses therefor his remedy against a malicious tort-feasor would be insufficient and by practically compelling the injured party to stand by while his property was destroyed economic loss would be promoted. In the instant case, the injury worked by the defendant was not complete at the moment of publication. Unchallenged, the libel would cause continuing harm. The method, sought to stay the loss, was reasonable. In fact, the only way open to the plaintiff, calculated to repair its reputation, was by employing the very same medium which had been used to effect the damage,—the public press. The instant case gains further support from the fact that the defendant could have mitigated the damage it had caused by publishing a retraction, *Taylor* v. *Hearst* (1895) 107 Cal. 262, 40 Pac. 392; *cf. Evening News Ass'n* v. *Tryon* (1880) 42 Mich. 540, but refused, so that the plaintiff acted in self-help.

DAMAGES—MEDICAL SERVICES—PAYMENT TO UNLICENSED PHYSICIAN.—In an action against a city for personal injuries, the plaintiff sought to recover an amount paid for services rendered in good faith by a chiropractor who was not authorized to practice medicine. *Held,* the plaintiff could recover. *Miller* v. *City of Eldon* (Iowa, 1919) 170 N. W. 377.

Money expended by the plaintiff for medical treatment necessitated by the defendant's wrongful acts may be recovered as an element of damages. See *Vicksburg, etc., R. R.* v. *Putnam* (1886) 118 U. S. 545, 7 Sup. Ct. 1. A plaintiff may also recover for medical expenses not actually paid by him, if he has become legally bound to pay for them. *Donnelly* v. *Hufschmidt* (1889) 79 Cal. 74, 21 Pac. 546. The cases are in conflict upon the right of the defendant to set up in mitigation of damages the value of gratuitous benefits conferred by third persons. According to one line of decisions no recovery is allowed on the theory that damages are merely compensation for amounts paid or obligations incurred. *Goodhart* v. *Pennsylvania R. R.* (1896) 177 Pa. 1, 35 Atl. 191. The opposing doctrine permits recovery on the theory that since it is the duty of the tort feasor to supply necessary medical services, he should be liable for their reasonable value. *Brosnan* v. *Sweetser*